

**ADDENDUM L****ON-CALL & TEMPORARY EMPLOYEES****I. Recognition Agreement**

The following On-Call and Temporary employees are included in the bargaining unit under the terms of this Addendum:

A. All On-Call and Temporary county employees in classifications represented by the Union, excluding the following categories of employees:

1. Seasonal employees.
2. Employees without a reasonable expectation of continued employment.
3. Those expressly excluded as stated below.

B. Change in assignments:

1. Employees who are in a represented On-Call or Temporary assignment will continue to be represented if they accept an On-Call or Temporary assignment in a classification listed in Addendum A of the CBA, but which would otherwise not satisfy the criteria for inclusion in the bargaining unit. An employee who moves from non-represented status to represented status will receive credit towards potential seniority calculation and step advancement from their initial date of hire.

2. An employee formerly in a represented On-Call or Temporary assignment who is reinstated within one (1) year of a break in service shall remain represented, whether reinstated into a represented assignment or a classification listed in Addendum A, which otherwise does not satisfy the criteria for inclusion in the bargaining unit.

C. Seasonal employees: Employees who are hired during a specific time of year due to short-term increases in the need for work that is not present year-around. Seasonal work may not last more than six (6) months. As of the execution of this Agreement, the parties have identified Department of County Services employees in the classifications of Election Worker (except as noted in Addendum L.I.H) and Laborer as Seasonal employees. If the County identifies other classifications or assignments as Seasonal, it will notify the Union.

D. Stipulated Assignments

The County designates the On-Call or Temporary employee as being in an assignment having a continuing employment relationship with the County. The County has stipulated that the following job classifications and assignments have a continuing employment relationship:

1. **Community Services:**
  - a. Animal Care Aide
  - b. Bridge Operator
  - c. Certified Veterinary Technician
  - d. Veterinarian
2. **DCA -**
  - a. Facilities Maintenance Dispatch/Scheduler
3. **DCJ - ACS**
  - a. Community Works Leaders
4. **DCJ - ASD Recog:**
  - a. Corrections Technician
5. **DCJ - Juv. Serv. Div. Nutrition Services:**
  - a. Cook
  - b. Food Services Worker
6. **Health**
  - a. Community Health Specialists I & II
7. **Health - Call Center Operations**
  - a. Interpreters
8. **Health - Corrections Health:**
  - a. Mental Health Consultant
9. **Health - Dental Clinics:**
  - a. Dental Assistant (EFDA)
  - b. Hygienist
  - c. Office Assistant 2
10. **Health - ICS Central Call Center (Patient Access Center):**
  - a. Office Assistant 2

11. **Health - ICS Primary Care Clinics:**
  - a. Certified Medical Assistant
  - b. Office Assistant 2
12. **Health - Involuntary Commitment**
  - a. Pre-Commitment Investigator
13. **Health - Medical Examiner's Office:**
  - a. Deputy Medical Examiner
  - b. Pathology Assistant
14. **Health - Mental Health Crisis Call Center:**
  - a. Case Manager 2
  - b. Mental Health Consultant
15. **Health - WIC**
  - a. Dietician (Nutritionist)
  - b. Nutrition Assistant
16. **Library:**
  - a. Access Services Assistant
  - b. Librarian
  - c. Library Assistant
  - d. Library Clerk
  - e. Library Driver
17. **Sheriff's Office:**
  - a. Background Investigators
  - b. Facility Security Officers
18. **Specific Employee List:** The County has agreed to a specific list of employees in their current classifications and assignments as having a continuing employment relationship with the County. That list is attached to the parties' Memorandum of Agreement dated February 7, 2020.

E. **Reasonable Expectation of Employment:** An employee has a reasonable expectation of continued employment if they meet any of the following criteria:

1. The County designated the On-Call or Temporary employee as being in an assignment that will have a continuing employment relationship with the County.

2. The nature of their On-Call or Temporary assignment, which will be determined by looking at all relevant facts and circumstances, including but not limited to the following:

a. Whether the County has identified (and generally adhered to) specific termination dates for the employment relationship.

b. The length of time that the employee has worked for the County in the On-Call or Temporary assignment, in conjunction with the number of hours assigned per month and the frequency, consistency, and continuity of the work.

c. The County's need for the continued work due to existing workload demands and the employee's particular skills, institutional knowledge, or relationships with stakeholders.

d. The County's expectation and projection for continued and repetitive use of the assignment.

e. Other relevant facts that objectively demonstrate whether an employee has a reasonable expectation of continued employment.

F. No Reasonable Expectation of Employment. An employee does not have a reasonable expectation of continued employment if they are only hired for a finite period of time, not-to-exceed one thousand forty (1040) hours in a specific assignment, due to one of the following a specific needs: emergency workload, absence of an employee, or because of a short-term need for a skill or ability. The County will identify Temporary employees, their start dates in their present assignments, and the assignment's position number in a monthly report to the Union.

G. Extensions of Temporary Assignments

1. If the County extends the employee's assignment beyond one thousand forty (1040) hours the County shall either:

a. Place the employee in the bargaining unit as a represented Temporary employee effective the first day beyond one thousand forty (1040) hours for up to two thousand eighty (2080) hours, or

b. Place the employee in the bargaining unit as a Limited Duration Appointment effective the first day beyond one thousand forty (1040) hours for a maximum of two (2) years from the initial start date of the assignment.

2. If the County extends the length of the assignment beyond one thousand forty (1040) hours as an extended Temporary assignment or conversion to a Limited Duration Assignment, it will provide notice to the Union. If the Union does not object within thirty calendar (30) days, then, in the case of a Temporary assignment extension, the action will not constitute a violation of Article 2.XIV., and in the case of a Limited Duration Assignment, the parties agree that, for placements in Limited Duration Assignments, any bilateral agreement required by Article 2.IX. is implied. Whether or not the Union objects to the extension of a Temporary assignment or the creation of a Limited Duration assignment, the County shall issue a disbursement to the employee of seven hundred fifty dollars (\$750).

H. Expressly Excluded: The following classifications and assignments are expressly excluded from membership in the bargaining unit:

1. Elections: Election Worker, except those who have year-around outreach assignments.
2. District Attorney's Office: Legal Intern.
3. Health - Public Health Tobacco Prevention: Program Aide.

## II. Applicable Terms

The following terms and conditions shall apply to recognized On-Call and Temporary employees:

### A. Job Security and Access to Internal Recruitments

1. Administrative Leave During Investigations: If an employee is removed from eligibility to take on-call or temporary shifts during the course of an investigation, they will be entitled to daily Administrative Leave for up to thirty (30) calendar days in the amount of the average number of hours they have worked per day over the previous three (3) months.

2. Termination Appeals: On-call and Temporary employees may be terminated at any time. If the County terminates or stops utilizing an On-call or Temporary employee, upon request the employee will be given a written explanation of the reason

for termination or why they are no longer being utilized. The County's decision to terminate or to no longer utilize a temporary employee will not be subject to the grievance procedure but may be appealed to the Department Director.

3. Internal Recruitments: On-call and Temporary employees are eligible to participate in internal recruitments for jobs profiles they have either currently or previously been hired for through a civil service process in their current department.

B. Compensation

1. Wage Schedule: On-call and Temporary employees will be on the same wage schedule as Regular Status employees, and shall receive the same COLA as Regular Status employees.

2. Step Increases

a. At the end of each fiscal quarter, the County will run a report to determine which On-call and Temporary employees have cumulatively worked two thousand eighty (2080) hours. Those employees will be advanced to the subsequent step of their classification's regular Pay Scale. On-call and Temporary employees shall advance to the subsequent step in their base classification each time they work an additional two thousand eighty (2080) hours until they achieve the maximum step of the pay scale. Any step increases will be effective on the first day of the fiscal quarter and will not be retroactive to the date the employee reached two thousand eighty (2080) hours. However, the employee will begin accumulating hours towards the subsequent two thousand eighty (2080) hours prior to the end of the fiscal quarter and the implementation of the step increase.

b. Time spent as a regular status employee will not count towards the two thousand eighty (2080) hours.

c. Hours are accrued from current hire date from On-call and Temporary status. Any hours prior to a separation from service will not carry over. A separation of service is defined as removal from On-call or Temporary employment or voluntary resignation. However, reinstatement following a successful appeal under this Article shall not constitute a separation from service.

d. A regular status employee who takes an On-Call or Temporary assignment in their classification while on a recall list shall be entitled to pay at their regular status step rate.

e. On-call and Temporary employees who have completed 2080 hours or more will be adjusted to Step 2 of their classification's Pay Scale.

3. Premiums: Eligibility for premiums described in Article 14.IX to XII: Recognized employees will only be eligible for shift differential, *ad hoc* Bilingual premium pay, *ad hoc* cultural Competency Premium pay, and *ad hoc* Inclement Weather premium pay.

4. Overtime: Employees who work more than forty (40) hours in an FLSA workweek shall be compensated at the rate of one and one half (1-½) times their normal hourly rate of pay. On-call and temporary employees are not eligible to accrue compensatory time.

5. Step Placement in Promotions and Working Out of Class in Higher Bargaining Unit Classifications: Employees who work in or promoted to a higher classification than their base classification will be paid in accordance with Article 15.2.C.

C. Benefits

1. Sick Leave: On-call and Temporary employees will continue to accrue sick leave at rate for regular status employees and be able to use it for scheduled shifts and for the same covered reasons as regular employees.

2. Differential In-Lieu of Benefits: In addition to their hourly rate of pay, recognized employees shall receive a differential in-lieu of benefits of one dollar fifty cents (\$1.50) per hour.

3. Holiday Pay: On-call and Temporary employees will be paid at the time-and-a-half rate for all hours worked on New Year's Day, MLK Holiday, 4<sup>th</sup> of July, Labor Day, Thanksgiving, and Christmas Day.

**III. Training**

On-call and Temporary employees may be directed by the County, at its sole discretion, to attend mandatory training for the purposes of maintaining their status as On-call or Temporary employees. On-call and Temporary employees may also be offered optional training opportunities by the County based on availability of training slots once

those opportunities have been offered to regular employees. On-call and Temporary employees shall be paid for attending County training.

**IV. Drug and Alcohol Policy**

The provisions found in Addendum D, Drug and Alcohol Policy, shall apply to On-call and Temporary employees.

**V. Settlement of Disputes**

On-call and Temporary employees shall be covered under the terms of Article 18 – Settlement of Disputes, strictly limited, however, to Addendum L – On Call and Temporary Employees, and where On-call and Temporary employees are otherwise referenced in this agreement.

**VI. On-call Bridge Operator Stipends**

**A. Standby Operator**

On-call Bridge Operators are eligible for a two hundred dollar (\$200) Standby Operator stipend if they are available for shifts and call-outs for ten (10) or more days in a pay period. Employees are eligible for the stipend regardless of any shifts assigned during the pay period. Standby Operator may be assigned for an entire pay period.

**B. Call-Out Duty Operator**

1. On-call Bridge Operators are eligible for a three hundred dollar (\$300) stipend for serving as the Call-Out Duty Operator. This shift is assigned for a full pay period.

2. Call-Out Duty Operators must be available twenty-four (24) hours, seven (7) days a week to come to work as directed for relief shifts and any bridge lift and respond to a telephone voice message and/or text message left for a bridge lift within fifteen (15) minutes of the message left. Call-Out Duty Operators must report to work one (1) hour prior to the requested vessel transit time.

3. If the Call-Out Duty Operator fails to arrive or arrives late for a shift, after another On-Call Duty Operator has been called for the same shift, the Call-Out Duty Operator will forfeit the shift and associated pay. Failure to respond/arrive is grounds for removal from the On-Call staff roster. Failure to respond to two (2) or more callouts by the Call-Out Duty Operator during the rotating Call-Out Duty Operator shift will result in



forfeiture of the higher Call-Out Duty Operator stipend for the rotation period. Repeated failure to respond is also grounds for removal from the On-Call staff roster.

**VII. Standing Committee Review**

The parties agree that their standing Employee Relations Committee shall, at least annually: 1) review data regarding all On-Call and Temporary employee use for the prior twelve-month period, 2) identify any work units, division, or departments where there is high utilization of On-Call or Temporary employment, and 3) discuss the feasibility of alternative arrangements such as expansion of recognition under this agreement, the creation of “float pools” of Regular Status employees, and increasing the number of LDA positions. The parties may jointly or separately make recommendations to the Chair regarding staffing level or staffing status changes for the following fiscal year.